



DAVID SANDERS, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

January 20, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

APPROVE AMENDMENT NUMBER THREE TO EXTEND THE CURRENT CONTRACT WITH FILE KEEPERS, LIMITED LIABILITY COMPANY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign Amendment Number Three (Attachment A) with File Keepers, Limited Liability Company to extend the current contract for case file storage and retrieval services from January 29, 2004 through April 30, 2004, at a cost of \$80,793. Federal revenue 55% (\$44,436), State revenue of 32% (\$25,854), and net County cost of 13% (\$10,503) will be used to finance this amendment. Funding for this extension period is included in the FY 2003-04 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or the Director's designee, to further extend the term of the contract on a month-to-month basis, if needed, from May 1, 2004 until July 31, 2004 unless terminated earlier, at a monthly cost of \$26,931, for a total cost of \$161,586 if all three additional (3) months are utilized. Instruct the Director of DCFS or the Director's designee, to notify the Board and the CAO in writing within 10 workdays that the contract has been extended.
3. Delegate authority to the Director of DCFS to execute Amendments to increase or decrease the maximum contract amount by no more than 10% of the original maximum contract amount if necessary to accommodate an increased or decreased service need provided: (a) sufficient funding is available; (b) County Counsel and CAO approval is obtained prior to executing the Amendment; and (c) the Director of DCFS notifies the Board and the CAO in writing within ten workdays of execution of the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended action is to extend the term of the current contract with File Keepers to allow DCFS to complete a thorough solicitation and procurement of a new contract. DCFS is in the process of issuing a Request for Proposal for these services. This is a Proposition "A" (Prop. A) contract. In the County of Los Angeles, all Prop. A contracts are subject to the Living Wage Ordinance Program (County Code Chapter 2.201).

Approval of the Amendment will enable DCFS to continue to use centralized case file storage and retrieval services to ensure that files are readily available to the social workers, attorneys, the juvenile court and others who work with children under court supervision. Without the approval of the recommended action, case file storage and retrieval services will not be available to DCFS after January 28, 2004 by the current contractor. This will result in a disruption of service. The three-month extension and month-to-month options will allow DCFS to complete a new procurement without a disruption in case file storage and retrieval services.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan Goal 3, Organizational Effectiveness and Goal 5, Children and Families' Well-Being. Case file storage and retrieval services provided under this Amendment will continue to ensure that vital records and documents are available to DCFS, attorneys, and the juvenile court to make informed decisions in regard to the health and safety of the children we serve.

FISCAL IMPACT/FINANCING

The total cost for the three-month extension from January 29, 2004 through April 30, 2004 is \$80,793 and included in the FY 2003-04 Adopted Budget. It is financed using approximately 55% (\$44,436) in Federal funding, 32% (\$25,854) in State funding and 13% (\$10,503) in net County cost. If the Contract is extended for the entire six months permitted (i.e., the three-month extension and all three one-month options are utilized), the total cost of the extension would be \$134,655 in FY 2003-04 and \$26,931 in FY 2004-05.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current case file storage and retrieval services Contract was approved by your Board on January 9, 2001, and will expire on January 28, 2004.

DCFS is requesting a three-month extension (January 29, 2004, through April 30, 2004) and delegated authority to execute three one month extensions (May, June and July 2004) if necessary to avoid an interruption in services pending completion of a competitive solicitation process.

The contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The Amendment incorporates language currently required in all County contracts including notification of the Safely Surrendered Baby Law.

This Board Letter and Amendment have been reviewed and approved by County Counsel and CAO.

CONTRACTING PROCESS

There was no additional contracting process as this Amendment only extends the current contract. In compliance with State regulations, DCFS received approval to extend the current contract from the California Department of Social Services on October 31, 2003 (Attachment B). The current contractor, File Keepers, is willing to continue providing case file storage and retrieval services for six months with no increase in price.

DCFS has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program and continues to pay a living wage to its full-time employees who provide the County services.

Under this Amendment to extend the current contract with File Keepers, the contractor will not receive any cost-of-living adjustments (COLA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow the continuation of case file storage and retrieval services, from January 29, 2004, through at least April 30, 2004, without an interruption of services.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel, Children's Services
Attention: Kathy Bramwell, Senior County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, Ph.D.
DIRECTOR

DS:WC
RML:lm

Attachments (2)

AMENDMENT NUMBER THREE
TO CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
FILE KEEPERS, LIMITED LIABILITY COMPANY
FOR
CASE STORAGE AND RETRIEVAL SERVICES

January 2004

AMENDMENT NUMBER THREE
FILE KEEPERS, LIMITED LIABILITY COMPANY

AMENDMENT NUMBER THREE TO THE CONTRACT BY AND BETWEEN THE COUNTY OF LOS ANGELES, HEREFTER "COUNTY," AND FILE KEEPERS LIMITED LIABILITY COMPANY, HEREFTER "CONTRACTOR," FOR CASE STORAGE AND RETRIEVAL SERVICES ENTERED INTO ON JANUARY 29, 2003 AND AMENDED THIS _____ DAY OF _____ 2004.

WHEREAS, the purpose of this Amendment is to extend the current contract for case file storage and retrieval services from January 29, 2004 to April 30, 2004, with an option to extend for an additional three (3) months on a month-to-month basis, if needed; and

WHEREAS, pursuant to Section 2.0, CHANGES AND AMENDMENTS, Sub-section 2.2 of the Contract, the following changes are made to the Contract;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, the Contract is amended as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Sub-sections 1.1 and 1.2 are amended in their entirety and restated as follows:

- 1.1 Exhibits A, B, B1, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T set forth below are attached to and incorporated by reference in this Contract.

- 1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit B	Pricing Schedule
Exhibit B1	Budget
Exhibit C	Certification of Employee Status
Exhibit D	Contractor's Employee Acknowledgement and Confidentiality Agreement
Exhibit E	Contractor's Equal Employment Opportunity (EEO) Certification

Exhibit F	Los Angeles County Community Business Enterprise (LAC/CBE) Information Form
Exhibit G	Contract Discrepancy Report (Sample)
Exhibit H	DCFS Contract Accounting and Operating Handbook
Exhibit I	Living Wage Ordinance Program – Application for Exemption
Exhibit J	Living Wage Ordinance Program – Contractor Living Wage Declaration
Exhibit K	Living Wage Ordinance Program – Title 2 Administration is superceded by Exhibit N
Exhibit L	Living Wage Ordinance Program – Payroll Statement of Compliance
Exhibit M	Living Wage Ordinance Program – Acknowledgement and Statement of Compliance
Exhibit N	Living Wage Ordinance Program – Title 2 Administration
Exhibit O	Community Business Enterprise Certification Application
Exhibit P	Jury Service Program Certification
Exhibit Q	County of Los Angeles Contractor Employee Jury Service Program
Exhibit R	Living Wage – Model Contractor Staffing Plan
Exhibit S	Safely Surrendered Baby Law Fact Sheet
Exhibit T	Labor/Payroll/Debarment History
Exhibit U	Employee Health Care Plan (if being provided by Employer)

2. Section 4.0, **TERM AND TERMINATION** is amended in part to add Sub-section 4.1 as follows:

4.1 The term of the Contract shall be extended from January 29, 2004, through April 30, 2004, with an option to extend, on a month-to-month basis, if needed, to July 31, 2004, unless terminated earlier, at the sole discretion of the Director of DCFS, or his designee.

3. Section 5.0, **CONTRACT SUM**, is amended in part to add Sub-section 5.1.3 as follows:

5.1.3 For the extension period referenced in Sub-section 4.1, CONTRACTOR shall be paid for services rendered up to a maximum of \$26,931 per month. The total amount payable under Amendment Number Three shall not exceed \$ 161,586.

4. Section 51.0, is added as follows:

51.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential Contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm.

5. Section 52.0, is added as follows:

52.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit S (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

6. Section 53.0, is added as follows:

53.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

7. Exhibit S, Safely Surrendered Baby Law, is incorporated by reference into the Contract, and is attached hereto.

8. Exhibit A, Statement of Work, is amended to read as follows prior to Section 1.0, Introduction:

PREAMBLE

For nearly a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY's vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY's health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT AND ITS PRIOR AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER THREE
FILE KEEPERS, LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

FILE KEEPERS, LLC
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
Senior Deputy County Counsel

No shame No blame No names

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**

State of California Gray Davis, Governor Health and Human Services Agency Grantland Johnson, Secretary Department of Social Services Rita Saenz, Director	Los Angeles County Board of Supervisors Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District
---	---

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.